

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: 20 September 2006

Division: Growth Management

Bulk Item: Yes X No     

Department: Marine Resources

Staff Contact Person: George Garrett

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**AGENDA ITEM WORDING:** Approval of a corrected Inter-local Agreement (ILA) with the South Florida Regional Planning Council (SFRPC) to complete a working waterfront preservation master plan and a marina siting plan.

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**ITEM BACKGROUND:** SFRPC completed a Marine Management Plan for the County in December of 2005. The Plan was accepted and approved by the Board in March of 2006 with the direction that staff completes necessary efforts to draft ordinances and additional planning documents to preserve the County's working waterfront properties. Growth Management staff has negotiated a new contract with the South Florida Regional Planning Council to produce a Working Waterfronts Preservation Plan and a Marina Siting Plan. The effort will provide necessary specific comprehensive plan amendments and Land Development Regulation changes to meet Monroe County comprehensive plan requirements and new obligations for protecting working waterfronts adopted by the state during the 2005 legislative session. The ILA will cost \$180,000 and be funded using Comprehensive Plan. At the June 21, 2006 BOCC Meeting, the board granted approval and authorized execution of an ILA between Monroe County and SFRPC to complete a master plan for waterfront preservation and marina siting; that ILA is hereby rescinded and this corrected version is replacing the June 21, 2006 version. The SFRPC is a state agency and is not required to provide insurance.

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**PREVIOUS RELEVANT BOCC ACTION:**

June 2006 – Approval of new contract with SFRPC

March 2006 – Approval of Marine Management Strategic Plan

February 2005 – Approval of contract with SFRPC

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**CONTRACT/AGREEMENT CHANGES:**

New Contract

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**STAFF RECOMMENDATIONS:**

Approval

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**TOTAL COST:** \$180,000

**BUDGETED:** Yes X No     

**COST TO COUNTY:** \$180,000

**SOURCE OF FUNDS:** Fund 148

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty *me* OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

*T. Symroski*  
Ty Symroski, Director of Growth Management

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**      **AGENDA ITEM #**

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: South Florida R.P.C. Contract # \_\_\_\_\_  
 Effective Date: September 20, 2006  
 Expiration Date: April 30, 2007

### Contract Purpose/Description:

Monroe County Growth Management Division is hiring the South Florida Regional Planning Council to continue work in an effort to create a working waterfront preservation master plan and a marina siting plan.

Contract Manager: George Garrett 2517 Marine Resources/11  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 9/20/06 Agenda Deadline: 9/28/06

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 180,000 Current Year Portion: \$ 180,000  
 Budgeted? Yes ☒ No ☐ Account Codes: 148 -51000- \_\_\_\_\_  
 Grant: \$ 0 \_\_\_\_\_  
 County Match: \$ 180,000 \_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: planning services  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>9/12/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>TJ</u>	<u>9/12-6</u>
Risk Management	<u>8/23/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Shumaker</u>	<u>8/23/06</u>
O.M.B./Purchasing	<u>8/28/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Matthew Spill</u>	<u>8/28/06</u>
County Attorney	<u>8/21/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Matthew W. Casper</u>	<u>8/21/06</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**INTER-LOCAL AGREEMENT BETWEEN**  
**SOUTH FLORIDA REGIONAL PLANNING COUNCIL AND**  
**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**FOR WORKING WATERFRONTS MASTER PLAN, MARINA SITING PLAN,**  
**COMPREHENSIVE PLAN AMENDMENTS AND LAND DEVELOPMENT**  
**REGULATIONS**

THIS INTER-LOCAL AGREEMENT (ILA) is entered into by and between MONROE COUNTY BOARD OF COUNTY COMMISSIONERS (COUNTY), a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the COUNTY, and South Florida Regional Planning Council (SFRPC), whose address is 3440 Hollywood Boulevard, Suite 140, Hollywood, Florida 33021, hereafter SFRPC.

**W I T N E S S E T H :**

**WHEREAS**, the SFRPC was created pursuant to Section 186.501, Florida Statutes (1982), as amended and known as the "Florida Regional Planning Council Act" (the "ACT"); and

**WHEREAS**, Section 186.505, Florida Statutes, provides that the SFRPC may enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments or organizations within the region and which the SFRPC finds feasible to perform; and

**WHEREAS**, the COUNTY desires to hire the SFRPC to provide professional services related to developing a Marina Siting Plan and a Working Waterfronts Preservation Master Plan for Monroe County; and

**WHEREAS**, the parties hereto have agreed upon a Scope of Services for work to be performed hereunder by the SFRPC and attached hereto and made a part hereof as **Attachment 1**; and

**NOW THEREFORE**, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

**Section 1. Scope and Term.** The SFRPC and the COUNTY, for the consideration named agree to perform their respective obligations as provided in this ILA as well as in the detailed scope of services contained in **Attachment 1 – Detailed Scope of Services**, which is attached hereto and incorporated by reference. The term of the ILA is September 20, 2006, through April 30, 2007

**Section 2. Reporting.** In consideration of the services described above, SFRPC agrees to provide quarterly reports of all of its activities documenting survey data acquired, any analyses completed, and any general findings related to the services provided. Reports shall be in writing with supporting documentation and delivered to Director of Department of Marine Resources at the address listed in paragraph 9.

**Section 3. Payment.** The total funds available to pay the SFRPC for the services provided pursuant to this Agreement is an amount not to exceed \$180,000. Payment to the SFRPC is contingent upon annual appropriation by the Board of County Commissioners. The COUNTY will process invoices from SFRPC pursuant to the Local Government Prompt Payment Act. The Draw Schedule is indicated in Attachment 1. The parties acknowledge that, at the COUNTY'S request, SFRPC began work on the Detailed Scope of Services prior to the execution of the ILA. Work accomplished by SFRPC in furtherance of this Scope prior to the effective date of this ILA shall be considered part of part of the ILA's Scope of Services for the purpose of compensation.

**Section 4. Termination of Inter-local Agreement.** Either party may terminate this ILA because of the failure of the other party to perform its obligations under the ILA. If the COUNTY terminates this ILA because of the SFRPC's failure to perform, then the COUNTY must pay the SFRPC the amount due for all work satisfactorily completed as determined by the COUNTY up to the date of the SFRPC's failure to perform but minus any damages the COUNTY suffered as a result of the SFRPC's failure to perform. The damage amount must be reduced by the amount saved by the COUNTY as a result of the ILA termination.

**Section 5. Records.** SFRPC shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with the Florida Public Records Law, 219.07, and generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to SFRPC pursuant to this Agreement were spent for purposes not authorized by this Agreement, the SFRPC shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, commencing on the date the monies were paid to SFRPC. If the amount owed by the SFRPC to the COUNTY is not enough to compensate the COUNTY, then the SFRPC is liable for any additional amount necessary to adequately compensate the COUNTY up to the amount of the ILA price.

**Section 6. Employees Subject to County Ordinance Nos. 010 and 020-1990.** The SFRPC warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this ILA without liability and may also, in its discretion, deduct from the ILA or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

**Section 7. Convicted Vendor.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a ILA to provide any goods or services to a public entity, may not submit a bid on a ILA with a public entity for the construction or repair of a public building or public work, may not perform work as a SFRPC, supplier, sub-supplier, or SFRPC under ILA with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

**Section 8. Insurance.** The parties to this ILA stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable

public liability, vehicle liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims which are not limited by Florida Statutes Section 768.28 and Chapter 440, arising out of the activities governed by this agreement.

**Section 9. Communication Between Parties.** All communication between the parties should be through the following individuals or their designees:

Monroe County

George Garrett, Director  
Department of Marine Resources  
2798 Overseas Highway,  
Suite 420  
Marathon, FL 33050

SFRPC

Carolyn Dekle, Executive Director  
South Florida Regional Planning Council  
3440 Hollywood Boulevard, Suite  
Suite 140  
Hollywood, FL 33021

**Section 10. Governing Law, Interpretation, Costs, and Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Interlocal Agreements made and to be performed entirely in the State.

**Section 11. Venue.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and SFRPC agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

**Section 12. Mediation.** The COUNTY and SFRPC agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**Section 13. Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and SFRPC agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**Section 14. Attorney's Fees and Costs.** The COUNTY and SFRPC agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**Section 15. Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the COUNTY and SFRPC and their respective legal representatives, successors, and assigns.

**Section 16. Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

**Section 17. Claims for Federal or State Aid.** The SFRPC and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**Section 18. Adjudication of Disputes or Disagreements.** The COUNTY and SFRPC agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

**Section 19. Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, COUNTY and SFRPC agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. COUNTY and SFRPC specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**Section 20. Nondiscrimination.** COUNTY and SFRPC agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or SFRPC agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code prohibition against discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender, identity or expression, familial

status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**Section 21. Covenant of No Interest.** COUNTY and SFRPC covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**Section 22. Code of Ethics.** COUNTY and SFRPC agrees that officers and employees of the COUNTY and SFRPC recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**Section 23. No Solicitation/Payment.** The COUNTY and SFRPC warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the SFRPC agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**Section 24. Public Access.** The COUNTY and SFRPC shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and SFRPC in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by SFRPC.

**Section 25. Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 786.28, Florida Statutes, the participation of the COUNTY and the SFRPC in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any ILA entered into by the COUNTY be required to contain any provision for waiver.

**Section 26. Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

**Section 27. Legal Obligations and Responsibilities.** Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case

the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

**Section 28. Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and the SFRPC agree that neither the COUNTY nor the SFRPC or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**Section 29. Attestations.** SFRPC agrees to execute such documents as the COUNTY may require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

**Section 30. No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**Section 31. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**Section 32. Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**Section 33. Indemnify/Hold Harmless.** SFRPC is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.



The effective date of this ILA is September 20, 2006 and ends April 30, 2007.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

(SEAL)

Attest:

South Florida Regional Planning Council  
CAROLYN A. DEKLE

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

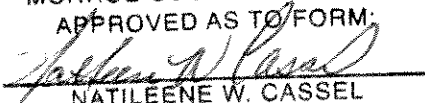
Title Executive Director, SFRPC

APPROVED AS TO FORM

\_\_\_\_\_  
ATTORNEY'S OFFICE

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

  
NATILEENE W. CASSEL  
ASSISTANT COUNTY ATTORNEY  
Date 8/21/06

APPROVED AS TO FORM

\_\_\_\_\_  
SAMUEL S. GOREN, ESQ.

General Counsel to SFRPC

## **Attachment 1**

### **Detailed Scope of Services & Draw Schedule**

#### **Working Waterfronts Preservation Master Plan Marina Siting Plan**

**Year 2010 Comprehensive Plan Amendments and Land Development Regulations  
September 20, 2006 – April 30, 2007**

Monroe County wishes to move ahead with the development of a Marina Siting Plan and implementation of strategies recommended in the recently developed Marine Management Strategic Plan. Staff recognizes that these two objectives will have some overlapping elements, such as data collected from the surveys that may be used towards the planning of strategies [and ultimately the development of Land Development Regulations (LDRs)] that will be site specific. Therefore, it will be necessary to conduct specific parts of the studies sequentially, while others will be done concurrently.

#### **Scope of Services:**

##### **Task 1 - Develop a Working Waterfronts Preservation Master Plan - 9 months.**

- 1) Conduct two public workshops to solicit public input from residents, marine industry business owners, and other stakeholders. The first of these meetings will be held at the beginning of the study to help establish the objectives of the project; the other will be held after preliminary findings become available, and will include on-site specific goals and recommendations that are developed in the Siting Plan in Task 2.
- 2) Conduct a workshop with officials from local municipalities at the beginning of the project to discuss the overall objectives of the project and to explore opportunities for coordinated actions among all jurisdictions in support of those objectives.
- 3) Use the Marine Port Advisory Committee as a technical advisory group for the project, with a maximum of 3 meetings to solicit input from this group.
- 4) Develop a survey (based on past surveys) to gather additional information on each marine facility identified in Appendix 3 of the Marine Management Strategic Plan. Surveys will collect the best available data on:
  - a) number of wet and dry slips, with a breakout by boat size;
  - b) usage rates of wet and dry slips;
  - c) on-site amenities including the number of parking spaces;
  - d) surrounding uses and any known or potential compatibility problems;
  - e) availability for public use;
  - f) number of boat ramps provided and the boat lanes for each ramp;
  - g) condition of facilities;
  - h) existing water quality trends;
  - i) availability of pump-out facilities; and
  - j) liveaboards

- 5) Conduct surveys at all marine facilities and compile the data acquired. Perform necessary analyses using the survey data to illustrate facilities distribution, boating service infrastructure, potential for marina expansion according to siting criteria, etc.
- 6) Develop site-specific strategies based on general recommendations of the Marine Management Strategic Plan, using the data and conclusions generated from the Marina Siting Plan (see Task 2). The Master Plan has a broader focus and will include all working waterfront facilities, including boatyards, fish houses, etc., while the Marina Siting Plan will primarily cover marinas.

**Task 2 - Develop a Marina Siting Plan as required in Objective 212.4 of the 2010 Comprehensive Plan - 9 months.**

- 1) Coordinate with DCA in the development of the Marina Siting Plan to ensure the appropriate direction of the project and ultimately approval by DCA.
- 2) Complete the Marina Siting Plan, following the Monroe County Comprehensive Plan Policy 212.4.3 requirements.
  - a) Develop and adopt marina siting criteria. In general, marinas will be located in areas where maximum physical advantages exist and where no unreasonable or excessive impacts are foreseen on marine resources. Marina construction will not involve destruction of any significant marine wetlands or seagrass beds.

Specific criteria for marina siting will reflect consideration of the following:\*

- i. benthic vegetation and faunal assemblages;
- ii. adequacy of circulation and tidal flushing;
- iii. access to deep water through existing channels of adequate depth;
- iv. minimal shoreline modification necessary;
- v. quality and size of upland areas and degree of alteration necessary;
- vi. ability to restore and enhance marina resource values at sites subject to past alteration;
- vii. location of propeller dredging problem areas; and
- viii. impact of boats on crocodiles, manatees\*\* and turtles.

\* See p. 14 of DCA's Best Management Practices Guide for comparison of siting criteria that could also be factors to consider, such as Proximity to Inlets and Popular (Boating) Destinations.

\*\* Monroe County does have documented watercraft-related manatee deaths, so FWC does maintain review authority over docking facilities.

- b) Prepare GIS maps of all existing recreational and commercial marinas surveyed.
- c) Identify sites on GIS maps with the potential for marina siting or expansion.
- d) Prepare GIS maps with siting suitability areas/zones indicated countywide, based on criteria and analysis. Such areas would be designated, e.g. Preferred, Conditional,

Non-preferred, or Exclusionary, as a result of the site-suitability methodology and outcomes.

- e) Identify losses and turnovers of marine properties over the past 5 years to determine the impact of redevelopment, e.g. condo conversions or other non-water dependent uses.

### **Task 3 - Develop Comprehensive Plan Amendments and Land Development Regulations - 6 months**

- 1) Review/identify/compile existing Comprehensive Plan objectives, LDRs and other policies that address preservation of recreational and commercial working waterfronts, per Chapter 342.07, Florida Statutes.
- 2) Draft new Comprehensive Plan objectives and LDRs to implement the recommendations identified in the Working Waterfronts Preservation Master Plan.
- 3) Draft new Comprehensive Plan objectives, as necessary, to comply with the 2005 legislation (Chapter 342.07, Florida Statutes) regarding Comprehensive Plan elements, which address working waterfronts.
- 4) Draft an ordinance with proposed amendments to the Comprehensive Plan and LDRs.
- 5) Identify land use plan changes to prevent inappropriate development of the working waterfront.

### **Draw Schedule**

At COUNTY'S request, SFRPC agreed to begin work on this Scope of Services prior to the execution of the ILA. Work accomplished by SFRPC in furtherance of this Scope prior to the effective date of this ILA shall be considered part of ILA's Scope of Services for the purpose of compensation.

**The compensation associated with this Scope of Services is \$180,000 and shall be distributed as follows:**

Upon contract approval by BOCC	\$50,000
Upon completion and delivery of the facilities inventory (December 1, 2006)	\$80,000
Upon completion of all final deliverables April 30, 2007.	\$50,000